

RETURN DATE: NOVEMBER 17, 2020 : SUPERIOR COURT
DESSA LLC : HOUSING SESSION
VS. : AT STAMFORD
RIDDLE, PETER ET AL : NOVEMBER 4, 2020

COMPLAINT

COUNT ONE: AS AGAINST PETER RIDDLE:

1. Plaintiff is the sole member of Dessa, LLC, which owns the subject property at 35 West Broad Street, Number 205, in Stamford, Connecticut 06902.
2. On September 4, 2016, the Defendant, Peter Riddle, entered into a written lease agreement, a photostatic copy of which is affixed hereto and labeled "Exhibit A" relative to the subject premises and upon information and belief took possession of same.
3. The monthly agreed-upon rent was TWO THOUSAND THREE HUNDRED AND FIFTY DOLLARS (\$2,350.00) with a ONE HUNDRED AND FIFTY DOLLAR (\$150) late fee if not paid in full by the tenth of each month.
4. The Defendant failed to pay rent from April of 2017 through August 2017 inclusive, and failed to pay rent from September 1, 2017 through September 15, 2017 creating a

rent arrears in the amount of TWELVE THOUSAND NINE HUNDRED AND TWENTY-FIVE DOLLARS (\$12,925.00).

5. Additionally, late fees in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per month accrued between April 2017 and September 2017 inclusive totaling NINE HUNDRED DOLLARS (\$900.00).
6. Finally, outstanding utility bills in the amount of FIVE HUNDRED AND THIRTY-EIGHT DOLLARS AND SIX CENTS (\$538.06) were not paid by the Defendant but mandated under the terms and conditions of the written and signed lease agreement. Hence, the Defendant, Peter Riddle is joint and severally liable for the total amount of FOURTEEN THOUSAND THREE HUNDRED AND SIXTY-THREE DOLLARS AND SIX CENTS (\$14,363.06).

COUNT TWO: AS AGAINST JONATHAN RIDDLE:

1. Plaintiff is the sole member of Dessa, LLC, which owns the subject property at 35 West Broad Street, Number 205, in Stamford, Connecticut 06902.
2. On September 4, 2016, the Defendant, Jonathan Riddle, entered into a written lease agreement, a photostatic copy of which is affixed hereto and labeled "Exhibit A" relative to the subject premises and upon information and belief took possession of same.

3. The monthly agreed-upon rent was TWO THOUSAND THREE HUNDRED AND FIFTY DOLLARS (\$2,350.00) with a ONE HUNDRED AND FIFTY DOLLAR (\$150) late fee if not paid in full by the tenth of each month.
4. The Defendant failed to pay rent from April of 2017 through August 2017 inclusive, and failed to pay rent from September 1, 2017 through September 15, 2017 creating a rent arrears in the amount of TWELVE THOUSAND NINE HUNDRED AND TWENTY-FIVE DOLLARS (\$12,925.00).
5. Additionally, late fees in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per month accrued between April 2017 and September 2017 inclusive totaling NINE HUNDRED DOLLARS (\$900.00).
6. Finally, outstanding utility bills in the amount of FIVE HUNDRED AND THIRTY-EIGHT DOLLARS AND SIX CENTS (\$538.06) were not paid by the Defendant but mandated under the terms and conditions of the written and signed lease agreement. Hence, the Defendant, Jonathan Riddle is joint and severally liable for the total amount of FOURTEEN THOUSAND THREE HUNDRED AND SIXTY-THREE DOLLARS AND SIX CENTS (\$14,363.06).

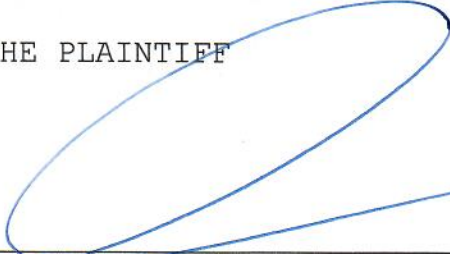
WHEREFORE, the Plaintiff claims all of the following forms of relief:

1. That Judgment enter against both Defendants whom are jointly and severally liable for a sum to exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00).
2. Attorney fees in connection with the provision in the written lease that states, "Tenant will be responsible for any legal fees resulting from not conforming to the terms set forth in this lease".
3. Any and all other forms of relief which this Court shall deem just and proper.

RESPECTFULLY SUBMITTED,

THE PLAINTIFF

BY:



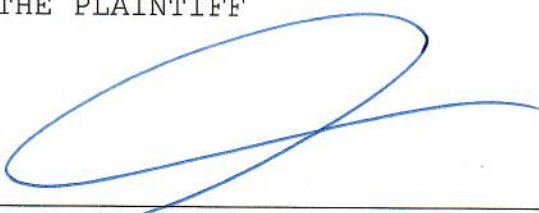
Alice M. McQuaid
96 East Avenue
Norwalk, CT 06851
(203) 854-6569
Juris No. 409558

STATEMENT OF AMOUNT IN DEMAND

The Amount, legal interest, or property in demand, exclusive of interest and costs, is greater than \$15,000.00. The remedy sought is based upon an express or implied promise to pay a definite sum.

THE PLAINTIFF

BY:



Alice M. McQuaid
96 East Avenue
Norwalk, CT 06851
(203) 854-6569
Juris No. 409558

EXHIBIT "A"

CONDOMINIUM LEASE

As of September 4, 2016, the Landlord agrees to lease the Condominium to Tenant(s) to live in as follows:

LANDLORD:

Dessa LLC
35 Wall Street
Valhalla, NY 10595

TENANT(s):

Jonathan Riddle
Jessica Riddle
Peter Riddle

CONDO TO RENT:

35 West Broad Street, #205
Stamford, CT 06902

Beginning and ending dates of lease:

October 1, 2016 – September 30, 2017

Monthly rent, payable in advance on the 1st of each month \$2,350

Total amount of payments for 12 months due for this lease \$28,200

Per-month late fee if not paid in full by the 10th of each month: \$150

Security Deposit: \$2,350

1. I (Tenant) shall pay the monthly rent to Landlord at the following address. This address may change by written notice sent by me.

Dessa LLC
35 Wall Street
Valhalla, NY 10595
2. Utilities. I (Tenant) shall pay all utilities that are associated with this condominium, including: Water, Sewer, Electricity, Gas, Cable, Phone, and Internet.
3. Security. Landlord will be in receipt of the Security in the above sum. The Security Money shall be returned as set by the laws of the State of Connecticut with 30 (thirty) days after the premises is vacated with the following provisions:
 - a. Any damages beyond normal wear and tear shall be taken out of the Security Money. Burns, stains, holes or tears of any size or kind in the carpeting, floors, draperies or walls, among other items, shall not be considered ordinary wear and tear.
 - b. Tenant leaves the condo free of dirt, grime, or grease; broom clean.
 - c. All bathrooms, kitchen and appliances cleaned.
 - d. Any cleaning that must be done by a cleaning service shall be billed to the Tenant and taken out of the Security Money.
 - e. All Keys, key fobs, and parking passes are returned, or the cost of any service from a locksmith will be taken out of the Security Money.
 - f. All rents are paid.
 - g. Security deposit subject to forfeiture if lease term is not completed.
4. Tenant's use and upkeep. I (Tenant) will comply with the Rules and new Rules that are given to me. New Rules that substantially alter the terms of this Lease must be agreed to in writing by Landlord.
 - a. Not smoke in the condo. Smoking is only allowed on the balcony. Smoking paraphernalia or cigarette butts will not be discarded over balcony railings.
 - b. Comply with all duties imposed upon me by any building, housing or fire code affecting health and safety, and to keep in operation smoke and/or fire alarm systems in the Dwelling;
 - c. Keep the part of the Condominium and Building that I use as clean as safe as possible;
 - d. Remove from my Condominium all garbage, rubbish, and waste in a clean and safe manner to the place provided by Mill River Condominium Association;
 - e. Use all appliances in the Condominium as intended. **Appliances included in this rental are: refrigerator, stove, microwave, dishwasher, washer and dryer, and window blinds**, all of which shall remain and be deemed to be the property of the Landlord.
 - f. Use all electric, plumbing, sanitary, heating, ventilating, air conditioning appliances, elevators, and other facilities in the condominium and Building in a reasonable manner;
 - g. Not willfully or negligently destroy, deface, damage or remove any part of the Condominium or Building or let anyone do so; and
 - h. Behave and require other persons in the Condominium or Building with my consent, to behave in a manner that will not disturb my neighbors' peaceful enjoyment of the Building.
 - i. Use the condominium as a private residence only.
5. Rules. I (Tenant) will comply with the Rules and new Rules that are given to me. New Rules that substantially alter the terms of this Lease must be agreed to in writing by Landlord.
 - a. Two vehicle parking passes are permitted with this lease, which are to be displayed on the lower left-hand inside corner of the back window. Reserved parking is permitted in the covered parking garage in reserved parking space #80. Parking for the second vehicle, if space is available, is in any parking spot not labeled "Reserved" or "Visitor". No parking is allowed in any other place in the parking garage. Any vehicle parked in the parking garage illegally or improperly parked may be removed or fined by management at Tenant's cost. Visitors may park on the street, or in one

- b. of the "visitor" spots if available. In lieu of returning parking pass at the end of the lease, tenant shall remit \$50 fine if parking pass is lost or not returned upon vacating the condo.
 - c. Comfort or rights of other tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.
 - d. No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or outside walls of the Condominium or in the halls or public areas of the Building.
 - e. Tenants must give to Landlord keys to all locks. Locks may not be changed or new locks put in without written consent of Landlord. In lieu of returning condo keys at the end of the lease, tenant shall remit \$35 fine if keys are not returned upon vacating the condo.
 - f. No water beds are allowed.
 - g. Tenants shall not keep or maintain dogs, cats or other animals in the Condominium without written consent of the Landlord.
 - h. Garbage disposal rules must be followed.
 - i. Laundry machines are used at Tenants' risk and cost. Instructions must be followed.
 - j. Improperly parked cars may be removed without notice at Tenant's cost.
 - k. Plumbing, fixtures and appliances shall not be used other than for the purpose for which they were intended. No sweepings, rubbish, or rags shall be thrown in them. Damage resulting to them from misuse shall be borne by the Tenant causing or permitting the damage.
 - l. No plants, rugs, bedding or other items shall be placed in or out of windows or on fire escapes. No one shall shake rugs, blankets, clothing, etc., out of windows.
 - m. Deliveries of furniture and appliances must be made through the designated service entrances, elevator B, and must be pre-scheduled with building management. \$300 move-in and \$300 move-out fees must be paid according to Condominium Rules.
 - n. No cooking shall be done except in kitchen. Cooking or grilling is not permitted on porches or balconies.
 - o. Monies received will be applied to the oldest balances first.
 - p. Tenants shall not erect or expose any sign, advertisement, lights, antenna or projection in or out of the windows or from the Building unless approved in writing by Landlord.
6. Assignment. Tenant agrees not to assign this Lease, or sublet the Condo or any part, without Landlord's prior consent in writing. If Tenant does assign this Lease, Landlord has the right to cancel the Lease.
 7. Alterations. Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "Built-in" decorations, partitions, railings or make alterations or to paint or wallpaper the unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. Tenant shall comply with the demand at the Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this lease. If Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Tenant fails to do so within 20 (twenty) days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.
 8. No liability. Landlord shall not be liable for injury or damage to me, a member of my family, other persons in the Condo with my consent, or other property.
 9. Liability Insurance. Tenant must take out and maintain liability insurance on his own belongings, and acknowledges that Landlord is not responsible for any loss or claims incurred by tenant.
 10. Limit of recovery against Landlord. Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.
 11. Tenant Takes "as is." Tenant shall take the condo as is.
 12. Notice. Sixty (60)-day notice is required before vacating the condo.
 13. Condo Association Rules. Tenant is to comply with the rules and regulations of Mill River House Condominium Association and shall pay any fine that he may incur. I certify I have received a copy of the Condominium Rules.
 14. Premises to be Shown. The Tenant agrees to allow the premises to be shown for a re-rent or sale 60 (sixty) days prior to the termination of this Lease upon reasonable notice to Tenant and agrees to a Consolidated Multiple Listing Services key box being installed on the rental premises 60 (sixty) days prior to termination of the Lease.
 15. Limited occupancy. Occupancy is limited to the Tenant or Tenants as stipulated on the rental application unless written approval is given by the Landlord.
 16. Legal fees. Tenant will be responsible for any legal fees resulting from not conforming to the terms set forth in this Lease.
 17. Contact Landlord. Tenant must contact Landlord or person designated by Landlord immediately concerning any and all problems with rental premises.
 18. Entry by Landlord. Landlord or her assignees may, at reasonable times and upon reasonable notice to tenant, enter the Leased Premises to inspect it, to make repairs or alterations, or to show it to potential buyers, lenders, or tenants.

Janine Cloutier, agent for Dessa LLC

TENANT(s):

Jonathan Riddle
Jonathan Riddle

Jessica Riddle
Jessica Taylor Riddle

Peter Riddle
Peter Riddle